

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Chicago Teachers Union, Charter Division, Local 1		b. Union Representative to contact Robert Bloch	
c. Address (<i>Street, city, state, and ZIP code</i>) DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH 8 South Michigan Avenue 19th Floor Chicago, IL 60603		d. Tel. No. 312.372.1361	e. Cell No.
		f. Fax. No. 312.372.6599	
		g. e-mail rebloch@laboradvocates.com	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b), subsections (1) and (list subsections) subsection (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (<i>set forth a clear and concise statement of the facts constituting the alleged unfair labor practices</i>)			
See Attached Charge			
3. Name of Employer Acero Charter Schools Network, Inc		4a. Tel. No. (312) 637-3900	b. Cell No.
		c. Fax No.	
d. e-mail			
5. Location of plant involved (<i>street, city, state and ZIP code</i>) 209 W. Jackson, Suite 500 Chicago, Illinois 60606		6. Employer representative to contact Joseph J. Perkoski	
7. Type of establishment (<i>factory, mine, wholesaler, etc.</i>) Charter School		8. Identify principal product or service Education	
		9. Number of workers employed	
10. Full name of party filing charge Acero Charter Schools, Inc.			
11. Address of party filing charge (<i>street, city, state and ZIP code</i>) 209 W. Jackson, Suite 500 Chicago, Illinois 60606		11a. Tel. No. (312) 637-3900	b. Cell No.
		c. Fax No.	
		d. e-mail jperkoski@robbins-schwartz.com	
12. DECLARATION  I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. 312.332.6670	
		Cell No.	
		Fax No.	
		e-mail jperkoski@robbins-schwartz.com	
(signature of representative or person making charge) Robbins Schwartz, Address 55 W. Monroe St., Ste 800, Chicago, IL 60603		(Print/type name and title or office, if any) Date Dec 6, 2018	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

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Attachment to ULP Charge Against Labor Organization

Acero Charter Schools Network, Inc. (“Acero”) hereby incorporates this Attachment to its Unfair Labor Practice (“ULP”) Charge against the Chicago Teachers Union, Charter Division, Local 1 (the “Union”). Earlier this year, Acero and the Union began negotiating a successor contract. On December 4, 2018, the Union went on strike. If it is determined that Acero is subject to the jurisdiction of the National Labor Relations Board (the “NLRB”),¹ the Union has engaged in practices which violate the National Labor Relations Act (the “NLRA”).

Section 8(b)(1) of the NLRA forbids a labor organization or its agents to restrain or coerce employees in the exercise of the rights guaranteed in Section 7 of the NLRA. The following threats and acts of physical violence violate Section 8(b)(1) of the NLRA:

- On December 6, 2018 (during the strike), strikers outside of Paz Elementary School formed a human shield to prevent a substitute teacher from entering the school building. The strikers yelled at the substitute teacher and physically prevented her from entering the building. According to the substitute, the strikers “chased her away” and she felt threatened. A guard from Chicago Public Schools eventually assisted the substitute into the building. In order to do this, the guard had to extend his arms and use his body to create a space through which she could enter.

¹ Acero has simultaneously filed an Unfair Labor Practice Charge with the Illinois Educational Labor Relations Board (the “IELRB”) and requested that the IELRB assert jurisdiction and seek a temporary restraining order. Acero hereby reserves the right to challenge the NLRB’s jurisdiction over this Charge and any other Charge which has been, or will be, filed with the NLRB by either Acero or the Union.

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- On December 7, 2018 (during the strike), a parent of a Cisneros Elementary School student reported to the Cisneros Principal that, as she was dropping off her sons, a picketer told her that he/she would call Immigration and Customs Enforcement ("ICE") on her if she chose to bring her sons into school that day.
- On December 7, 2018 (during the strike), a guard at Cisneros Elementary School reported to the Cisneros Principal that she was offered alcohol by picketers who were on the sidewalk outside of the school. The Principal also observed red Solo cups and minors outside with the picketers.
- On December 7, 2018 (during the strike), a substitute teacher at Marquez Elementary reported that teachers surrounded her car as she parked. The teachers took pictures of the substitute and her car, and they would not let her exit her vehicle. When the substitute was eventually able to exit her vehicle, the teachers threatened the substitute and told her that she would not be allowed to work at the schools anymore. The substitute reported that she was frightened.
- On December 7, 2018 (during the strike), a substitute at Soto High School reported that, as she arrived at Soto, teachers threatened her and called her disrespectful. The teachers told the substitute that they would make sure she is never requested for any assignments again. The substitute stated that, after this incident, she will never return.

These threats and acts of physical violence were committed by striking employees. They also occurred in the presence of striking employees, thereby having the effect of coercively deterring strikers from abandoning the strike and returning to work. Such

threats and acts of physical violence violate Section 8(b)(1) of the NLRA and are indicia of bad faith, as set forth below.

Section 8(b)(3) of the NLRA imposes a duty on the Union to bargain in good faith, a standard which is generally assessed under a totality of the circumstances test. Here, the Union has failed to bargain in good faith throughout negotiations. This is indicated by the events set forth above (occurring on December 6 and 7, 2018), as well as by the following:

- Insistence upon bargaining over non-mandatory subjects which do not pertain to terms and conditions of employment, including status as a sanctuary school (a student rights issue), culturally relevant curriculum (a management issue), and restorative justice.²
- Engaging in regressive bargaining. Specifically, in May 2018, the Union provided Acero with a step schedule for non-teaching instructional staff and 52-week “PSRP” staff. Based upon the Union’s proposal, the estimated FY19 average salary for these employees was \$46,197. Subsequently, on December 3, 2018, the Union provided Acero with their first revision to their May 2018 proposed non-teaching instructional staff and PSRP step schedule. Based upon the Union’s updated proposal, the estimated FY19 average salary for these employees is \$49,742, \$3,500 more per employee than their May 2018 proposal.

² Since the strike has commenced, the parties have tentatively agreed to proposals on these items. Acero has tentatively agreed to these items only in an effort to resolve the contract negotiations.

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- Adopting a “take it or leave it” attitude during negotiations, particularly with regard to sanctuary school status, culturally relevant curriculum, parking, and restorative justice.
- On August 3, 2018, during a bargaining session, the Union’s attorney stood up during a heated moment and declared that the Union would strike. The Union’s attorney threw Acero’s proposal packets onto the table.
- On October 29, 2018, UEJ President Andy Crooks and UEJ Vice President Caroline Rutherford arrived at Esmeralda Santiago Charter School (the “School”) without prior notice and remained at the School for more than five (5) hours to meet with and answer teacher questions. They also entered a special education classroom during instructional time to speak with a Union member who should have been providing instructional assistance to her students per their Individualized Education Plans.
- During the week of November 26, 2018 (and prior to the December 4, 2018 strike), a Union official told food service vendors not to deliver food because there would be no kids at school.
- During the week of November 26, 2018 (and prior to the December 4, 2018 strike), a security guard was told by a Union official that there would be no school. The security guard was directed not to let any students inside.

By virtue of the above, the Union has failed to demonstrate a sincere effort to reach a common ground throughout negotiations. The Union has also failed to be continually engaged in bargaining and failed to keep an open mind toward reaching agreement, all

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of which speak to the Union's bad faith in negotiations. As such, the Union has violated Section 8(b)(3) of the NLRA.

Acero accordingly requests all relief which is just and proper.

CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to 28 U.S.C. Sec. 1746, I certify that the statements set forth herein are true and correct.

The undersigned, an attorney, states that he caused a copy of this **Charge Against Labor Organization or its Agents** referenced herein, to be served via hand delivery at the Regional National Labor Relations Board at the Dirksen Federal Building, 219 South Dearborn Street, Suite 808, Chicago, Illinois 60604 and via first class mail to Robert Bloch at 8 South Michigan Avenue, 19th Floor, Chicago, IL 60603 on December 7, 2018.

/s/ Joseph J. Perkoski

Joseph J. Perkoski (6216678)
ROBBINS SCHWARTZ NICHOLAS
LIFTON & TAYLOR, LTD.
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